

199—45.14(476) Appendix A – Level 1 standard application form and distributed generation interconnection agreement.

LEVEL 1:
STANDARD APPLICATION FORM AND INTERCONNECTION AGREEMENT

Interconnection Request Application Form and
Conditional Agreement to Interconnect

(For Lab-Certified Inverter-Based Distributed Generation Facilities 10 kVA or Smaller)

AN APPLICATION FEE OF \$50.00 MUST BE SUBMITTED WITH THE APPLICATION

Interconnection Applicant Contact Information

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Alternate Contact Information (if different from Applicant)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____

Equipment Contractor

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Facsimile Number: _____ E-Mail Address: _____
License number (if applicable): _____
Active License? (if applicable) Yes _____ No _____

Electrical Contractor (if Different from Equipment Contractor):

Name: _____
 Mailing Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone (Daytime): _____ (Evening): _____
 Facsimile Number: _____ E-Mail Address: _____
 License number: _____
 Active License? Yes _____ No _____

Is the Interconnection Customer requesting Net Metering in accordance with Iowa Utilities Board rule 199 IAC 15.11(5) and the utility's net metering or net billing tariff?

Yes _____ No _____

Intent of Generation

- Net Metering (Unit will operate in parallel and will export power to utility pursuant to Iowa Utilities Board rule 199 IAC 15.11(5) and the utility's net metering or net billing tariff)
- Self-Use and Sales to the Utility (Unit will operate in parallel and may export and sell excess power to utility pursuant to Iowa Utilities Board rule 199 IAC 15.5 and the utility's tariff)
- Other (Please explain):

Distributed Generation Facility ("Facility") Information

Facility Address: _____
 City: _____ State: _____ Zip Code: _____
 Utility serving Facility site: _____
 Account Number of Facility site (existing utility customers): _____
 Inverter Manufacturer: _____ Model: _____

Is the inverter lab-certified as that term is defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation (199 IAC 45.1)?

Yes _____ No _____

(If yes, attach manufacturer's technical specifications and label information from a nationally recognized testing laboratory.)

Generation Facility Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Energy Source: Wind _____ Solar _____ Biomass _____ Hydro _____ Diesel _____
 Natural Gas _____ Fuel Oil _____ Other: _____

Energy Converter Type: Wind Turbine _____ Photovoltaic Cell _____ Fuel Cell _____
 Reciprocating Engine _____ Other: _____

Commissioning Test Date: _____

(If the Commissioning Test Date changes, the interconnection customer must inform the utility as soon as it is aware of the changed date.)

Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification and should be carefully considered by the interconnection customer. The interconnection customer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance.

Other Facility Information

One Line Diagram – A basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols.

One Line Diagram attached: _____ Yes

Plot Plan – A map showing the distributed generation facility's location in relation to streets, alleys, or other geographic markers.

Plot Plan attached: _____ Yes

Customer Signature

I hereby certify that: (1) I have read and understand the terms and conditions, which are attached hereto by reference; (2) I hereby agree to comply with the attached terms and conditions; and (3) to the best of my knowledge, all of the information provided in this application request form is complete and true.

Applicant Signature: _____
Title: _____ Date: _____

.....

This Application Form and Interconnection Agreement is comprised of: 1) the Level 1 Standard Application Form and Interconnection Agreement; 2) the Attachment of Terms and Conditions for Interconnection; and 3) the Certificate of Completion.

NOTE: If the Certificate of Completion is not completed and returned to the utility within 12 months following the utility's dated conditional agreement to interconnect below, this Application Form and Interconnection Agreement will automatically terminate and be of no further force and effect.

.....

Conditional Agreement to Interconnect Distributed Generation Facility

Receipt of the application fee is acknowledged and, by its signature below, the utility has determined the interconnection request is complete. Interconnection of the distributed generation facility is conditionally approved contingent upon the attached terms and conditions of this Agreement, the return of the attached Certificate of Completion, duly executed verification of electrical inspection and successful witness test.

Utility Signature: _____ Date: _____
Name: _____ Title: _____

ATTACHMENT
Level 1: Standard Interconnection Agreement

Terms and Conditions for Interconnection

- 1) Construction of the Distributed Generation Facility. The interconnection customer may proceed to construct (including operational testing not to exceed 2 hours) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the utility.
- 2) Final Interconnection and Operation. The interconnection customer may operate the distributed generation facility and interconnect with the utility's electric distribution system after all of the following have occurred:
 - a) Electrical Inspection: Upon completing construction, the interconnection customer shall cause the distributed generation facility to be inspected by the local electrical inspection authority, who shall establish that the distributed generation facility meets local code requirements.
 - b) Certificate of Completion: The interconnection customer shall provide the utility with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection customer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c) The utility has completed its witness test as per the following:
 - i) The interconnection customer shall provide the utility at least 15 business days' notice of the planned commissioning test for the distributed generation facility. Within 10 business days after the commissioning test, the utility may, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and operating as designed and in accordance with the requirements of IEEE 1547.
 - ii) If the utility does not perform the witness test within the 10 business days after the commissioning test or such other time as is mutually agreed to by the Parties, the witness test is deemed waived, unless the utility cannot do so for good cause. In these cases, upon utility request, the interconnection customer shall agree to another date for the test within 10 business days after the original scheduled date.
- 3) IEEE 1547. The distributed generation facility shall be installed, operated and tested in accordance with the requirements of The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems," as well as any applicable federal, state, or local laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.
- 4) Access. The utility must have access to the isolation device or disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the utility shall provide notice to the customer prior to using its right of access.
- 5) Metering. Any required metering shall be installed pursuant to the utility's metering rules filed with the Iowa Utilities Board under subrule 199 IAC 20.2(5).

- 6) **Disconnection.** The utility may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
 - a) For scheduled outages, provided that the distributed generation facility is treated in the same manner as utility's load customers;
 - b) For unscheduled outages or emergency conditions;
 - c) If the distributed generation facility does not operate in a manner consistent with this Agreement or the applicable requirements of 199 IAC Chapter 15 or 45;
 - d) Improper installation or failure to pass the witness test;
 - e) If the distributed generation facility is creating a safety, reliability, or power quality problem;
 - f) The interconnection equipment used by the distributed generation facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved;
 - g) Unauthorized modification of the interconnection facilities or the distributed generation facility; or
 - h) Unauthorized connection to the utility's electric system.
- 7) **Indemnification.** The interconnection customer shall indemnify and defend the utility and the utility's directors, officers, employees, and agents from all claims, damages and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection customer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection customer's willful misconduct or breach of this Agreement. The utility shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the utility's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the utility's willful misconduct or breach of this Agreement.
- 8) **Insurance.** The interconnection customer shall provide the utility with proof that it has a current homeowner's insurance policy or other general liability policy.
- 9) **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, provided that in no event shall death, bodily injury or third-party claims be construed as indirect or consequential damages.
- 10) **Termination.** This Agreement will remain in effect until terminated and may be terminated under the following conditions:
 - a) By interconnection customer - The interconnection customer may terminate this interconnection agreement by providing written notice to the utility. If the interconnection customer ceases operation of the distributed generation facility, the interconnection customer must notify the utility.
 - b) By the utility - The utility may terminate this Agreement without liability to the interconnection customer if the interconnection customer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to in writing prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection customer receives notice of its violation from the utility.

- 11) **Modification of Distributed Generation Facility.** The interconnection customer must receive written authorization from the utility before making any changes to the distributed generation facility that could affect the utility's distribution system. If the interconnection customer makes such modifications without the utility's prior written authorization, the utility shall have the right to disconnect the distributed generation facility.
- 12) **Permanent Disconnection.** In the event the Agreement is terminated, the utility shall have the right to disconnect its facilities or direct the interconnection customer to disconnect its distributed generation facility.
- 13) **Disputes.** Each Party agrees to attempt to resolve all disputes regarding the provisions of this Agreement that cannot be resolved between the two Parties pursuant to the dispute resolution provisions found in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.12).
- 14) **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa. Nothing in this Agreement is intended to affect any other agreement between the utility and the interconnection customer.
- 15) **Survival Rights.** This Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
- 16) **Assignment/Transfer of Ownership of the Distributed Generation Facility.** This Agreement shall terminate upon the transfer of ownership of the distributed generation facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the utility in writing prior to the transfer of ownership.
- 17) **Definitions.** Any term used herein and not defined shall have the same meaning as the defined terms used in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1).
- 18) **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given when receipt is confirmed after notices are delivered in person, delivered by recognized national courier service, or sent by first-class mail, postage prepaid, return receipt requested, to the person specified below:

If Notice is to Interconnection Customer:

Use the contact information provided in the interconnection customer's application. The interconnection customer is responsible for notifying the utility of any change in the contact party information, including change of ownership.

If Notice is to Utility:

Use the contact information provided below. The utility is responsible for notifying the interconnection customer of any change in the contact party information.

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

- 19) Interruptions. The utility is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service.

[ARC 8859B, IAB 6/16/10, effective 7/21/10]